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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHUBB INS. GROUP, a/s/o/ Laser Mas-
ter International, and LASER MASTER
INTERNATIONAL,

Plaintiffs,

- v. -

ALL-WAYS FORWARDING INT'L, LLC, in
personam, the M/V JIN HE, her en-
gines, tackle, etc., in rem,

Defendants.

12-7316
Civ. (FSH)

COMPLAINT

Plaintiffs by their attorneys, Kennedy Lillis Schmidt &
English, allege upon information and belief, as follows:

FIRST: All and singular the following premises are
true and constitute an admiralty or maritime claim within the
meaning of Rule 9(h) of the Federal Rules of Civil Procedure and
within the admiralty and maritime jurisdiction of the United
States and of this Honorable Court.

SECOND: At and during all the times hereinafter men-
tioned plaintiffs had and now have the legal status and principal

offices and places of business stated in Schedule A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and offices and places of business stated in Schedules A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessels above named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedules A there was shipped by the shippers therein named and delivered to defendants, as common carriers, the shipments described in Schedule A then being in good order and condition, and defendants then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the ports of destination stated in Schedule A, and there deliver the same in

like good order and condition as when shipped, delivered to and received by them.

SIXTH: Thereafter, the said vessel arrived at the port of destination, where it and defendants delivered the shipments described in Schedule A in damaged condition in violation of their obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiffs are the shipper, consignee, or owner of the shipments described in Schedule A and their subrogated underwriters and collectively bring this action on their own behalf and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiffs have sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of USD 38,531.23.

WHEREFORE, plaintiffs pray:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of USD 38,531.23, with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs and the disbursements of this action;

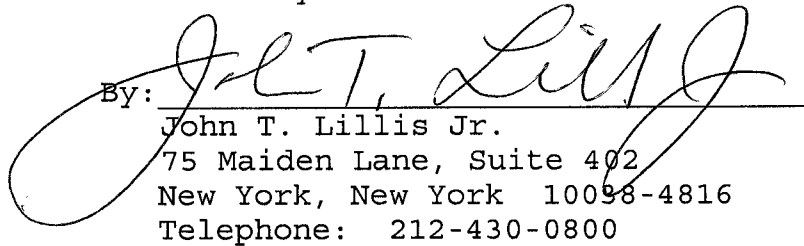
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court grant to plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
21 November 2012

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiffs

By:



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5244SCHEDULEA/5244KLSESERVER

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff, Chubb Group of Insurance Group, a corporation or other business entity organized and existing under, and by virtue of, the laws of Delaware with an office for the transaction of business at 600 Independence Parkway, Chesapeake, VA 23320-4700.

PLAINTIFF'S LEGAL STATUS

Plaintiff, Laser Master International, Inc., a corporation organized and existing under, and by virtue of, the laws of New Jersey, with an office for the transaction of business at 1000 1st Street, Harrison, NJ 07029-2332.

DEFENDANT'S LEGAL STATUS

Defendant, All-Ways Forwarding Int'l, LLC, is a limited liability company existing under, and by virtue of, the laws of New Jersey, with an office for the transaction of business at 701 Newark Avenue, Elizabeth, NJ 07208.

DEFENDANT'S LEGAL STATUS

Defendant JIN HE was the carrying vessel of the cargo set forth in, and pursuant to, a contract of carriage as described below.

PARTICULARS OF CLAIM

Voyage: M/V JIN HE -- Voyage No. 178E

Port of Loading: Qingdao, China

Port of Discharge: California, USA

Bill of Lading: AWSE1110479

Container No: KKFU7594258

Cargo: Ann Taylor Gift Bags

Nature of Loss: Wetting Damage to Ann Taylor Gift Bags

Amount of Loss: USD 38,531.23